

Before the  
Federal Communications Commission  
Washington, D.C. 20554

In re	
Maritime Communications/ Land Mobile LLC, DIP (“MCLM”) and Choctaw Holdings LLC (“Choctaw”)	DA 18-147 Public Notice No. 12484. 08/02/2017
Assignment of License Authorization Applications: now in the name of “assignor” Choctaw, filed initially by assignor MCLM	File Nos. in the Public Notice: 0004030479, 0004193328, 0004430505, 0004507921, 0004604962, 0005224980, 0006967374
Assignment Applications to Duquesne Light Company and Rappahannock	File Nos. 0004315013 and 0006967374
Relevant dockets	Dockets: 11-71, 13-85
Call Signs WQGF316, WHG750, WQGF315	

8

Errata Copy\*

REPLY TO OPPOSITION  
TO PETITION FOR RECONSIDERATION

To: Office of the Secretary  
Attn: Chief, Wireless Telecommunications Bureau

Warren Havens  
and  
Polaris PNT PBC

2649 Benvenue Ave  
Berkeley CA 94704  
(510) 914 0910

~~March 16~~, April 10 2018

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\* Errata copy: (i) deletions are shown by strikeout, and (ii) additions by text in boxes.

1. Do not refute. The affiliates Choctaw and Maritime (or “MCLM”) (“Opponents”) oppose the captioned petition for reconsideration on basis of lack of legal standing of the Petitioners. Opponents do not directly or effectively address and refute the strong showings of legal standing the captioned Petitioners shows in the captioned matter, which includes their referenced past showings. Nor did the Bureau do so in the captioned challenged decision. Thus the Opposition fails.

2. Finding of lack of standing is appealable, and an appeal of that preserves the substantive case on appeal. ~~The Opponents~~ Whether before a court or before a Federal Agency proceeding under the Federal ~~Arbitration~~ Administrative Procedures Act (“APA”), including the FCC, legal standing on appeal is not lost ~~or the appeal cannot be pursued in the first place even~~ where the decision appealed from found lack of standing as the basis, or a basis, of the dismissal or denial being appealed. Otherwise, the appeal rights provided for by Due Process in court or under the APA do not exist. The ~~at~~ contrary is the transparently false basis of the Opponents lack-of-standing position stripped of the hype. It is a frivolous and sanctionable position, and the Opponents have not come close to even addressing ~~ing~~ this issue 2.

3. Opponent have waived their position. The Opponents recently waived, and are now judicially estopped, from their position that Petitioners lack legal standing, by their actions in their core legal action resulting in all of their FCC actions including in the captioned proceeding: This core action is the MCLM bankruptcy proceeding that is now subject to Havens challenges before the US Fifth Circuit Court largely upon the FCC legal-standing issues that are the subject of this FCC Petition (and subject to other FCC decisions regarding lack of standing of the Petitioners to challenge the Opponents at the FCC). See Exhibit 1 hereto that includes the following (see also the responses in Exhibit 1 from the MCLM attorney Craig Geno) (emphasis added):

(2) Re the legal standing issue.

I understand from Mr. Geno's response below to mean that Maritime asserts, and Choctaw did not object, that it **continues to have legal standing** in the matters I write of below under my item 2: the underlying FCC "Choctaw Licenses" proceedings before the FCC, and the federal bankruptcy, USDC and Fifth Circuit proceedings involving those Choctaw Licenses. If I am mistaken, please explain that to me. That is my understanding because otherwise Mr. Geno would not have a basis to respond below as what Maritime would agree and not agree to in this Circuit Court case.

[....]

(2) Related matter regarding the **legal standing of Maritime**

My recollection is that Choctaw alleges in official court and FCC proceedings, which Maritime does not dispute both (a) and (b) below:

(a) that Choctaw obtained, and **Maritime lost, all control of certain FCC licenses**, subject of the above- noted Maritime bankruptcy case **as of and after a time last year** when, you assert, the FCC granted certain licensing actions in favor of Choctaw (the "Choctaw License"), and Choctaw retains all such rights to this day at least sufficient for legal standing; and

(b) that I lost all rights of control over certain FCC licenses (when a certain State Court receivership over them commenced, which continues to this day) that were in a competitive position with the "Choctaw Licenses" and as a result, I lost legal standing to challenge Choctaw (or Choctaw and Maritime) in any legal proceeding including before the FCC, and in any federal court.

Requests

Thus, please explain what, if any current legal standing you allege that Maritime has in the above- noted case before the Fifth Circuit Court, and in the underlying FCC matters, and if you allege any such current legal standing, please explain the basis of it, given the above summarized allegations by Choctaw and non-objections by Maritime.

If Maritime has no legal standing -- as your assertions summarized above indicate -- then I request that you each agree: (1) that I do not have to serve Maritime in this Fifth Circuit case or otherwise communicate with Maritime in this case, including by email, and including for purposes of this email, and (2) that Maritime will correct the record at the FCC and in court proceedings to reflect that Maritime lost legal standing in accord with the preceding.

4. 5 Havens continues to have standing based on the Skybridge bankruptcy case on appeal.

This is shown by Exhibit 2 hereto, the Skybridge issues on appeal under Constitutional protections including Due Process (issue 5), which, if won on appeal, will cause the dismissal to be void ab initio for these violations.

/s/

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Warren Havens

Warren Havens, an individual

Warren Havens, President, Polaris PNT PBC (a Delaware Public Benefit Corporation)

Contact information is on the e caption page. Email: [wrnvnns@gmail.com](mailto:wrnvnns@gmail.com)<sup>1</sup>

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<sup>1</sup> Call first to enable email to me.

Declaration

I, Warren Havens, declare under penalty of perjury that the foregoing filing was prepared pursuant to my direction and control and that the factual statements and representations therein known by me are true and correct.

/s/

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Warren Havens

March 16, 2018

Certificate of Filing and Service <sup>[1\*]</sup>

I, Warren C. Havens, certify that I have, on ~~March 16~~ April 10, 2018:<sup>[\*]</sup>

(1) Caused to be served, by placing into the USPS mail system with first-class postage affixed unless otherwise noted below, a copy of the foregoing filing, including any exhibits or attachments, to the following (Note: most of the addresses used for Assignees below are the assignee contact information off of the Applications on FCC ULS):

Robert J. Keller  
Law Offices of Robert J. Keller, P.C.  
P.O. Box 33428  
Washington, DC 20033-0428  
(Counsel to MCLM/ MCLM DIP)

Wilkinson Barker Knauer, LLP  
ATTN Mary N. O'Connor  
1800 M Street, NW, Suite 800N  
Washington, DC 20036  
(Counsel to Choctaw)

Keller and Heckman LLP  
Wayne V Black , Esq  
1001 G Street NW Suite 500 West  
Washington, DC 20001

Duquesne Light Company  
Lee Pillar  
ATTN Lee Pillar  
2839 New Beaver Avenue  
Pittsburgh, PA 15233

Enbridge Energy Company, Inc.  
ATTN Telecom  
1001 G Street NW, Suite 500 West  
Washington, DC 20001

Dixie Electric Membership Corporation, Inc.  
ATTN John Vranic  
P.O. Box 15659  
Baton Rouge, LA 70895

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<sup>[1\*]</sup> This errata copy is filed and served on March 17, 2018.

<sup>[\*]</sup> The mailed service copies being placed into a USPS drop-box today may be after business hours and thus may not be processed and postmarked by the USPS until the next business day.

Keller and Heckman LLP  
Jack B Richards , Esq  
ATTN Telecom  
1001 G Street NW, Suite 500 West  
Washington, DC 20001

Shenandoah Valley Electric Cooperative  
Ron Shickel  
ATTN Myron D. Rummel, President & CEO  
147 Dinkel Avenue  
Mount Crawford, VA 22841

Rappahannock Electric Cooperative  
ATTN Gary P. Schwartz  
P.O. Box PO Box 7388  
Fredericksburg, VA 22404

(2) Caused to be filed the foregoing filing as stated on the caption page, and thus, as I have been instructed, <sup>[\*\*]</sup> provide notice and service to any party that has or may seek to participate in dockets 13-85 and 11-71 that extend to this filing.

/s/

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Warren Havens

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[\*\*] The FCC Office of General Counsel informed me regarding others' filings concerning MCLM relief proceedings that I was served in this fashion. I assume OGC does not apply a different standard to others. If OGC has a different standard, it can make that clear and public.



Warren Havens &lt;wrrnvns@gmail.com&gt;

## Re: 5th Cir. case 17-60742- W. Havens appeal of USDC MS orders

Warren Havens &lt;wrrnvns@gmail.com&gt;

Sun, Apr 1, 2018 at 10:12 PM

To: Craig Geno &lt;cmgeno@cmgenolaw.com&gt;

Cc: "Lindner, Erno" &lt;elindner@bakerdonelson.com&gt;, "Timothy M. Lupinacci (tlupinacci@bakerdonelson.com)" &lt;tlupinacci@bakerdonelson.com&gt;, "dmeek@burr.com" &lt;dmeek@burr.com&gt;

I was not "aware" as you write. In fact, the last time I conferred, you offered to agree to a short extension.

In any case, for your own reasons, for Maritime, you now state an new, unconditional position. I will review the relevant rules on such an unconditional position -- that may be a perpetual waiver of rights -- and if your position is all I need to comply, then that is fine. If it is not, then I have to comply with rules.

But even in that case, do you mean I should not copy you if I confer with counsel to Choctaw?

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On Sun, Apr 1, 2018 at 9:36 PM, Craig Geno <cmgeno@cmgenolaw.com> wrote:

And now you are aware there is no need to confer because I will decline any further requests from you for any extensions in the Fifth Circuit-or for any other accommodations for that matter.

Good evening,  
Craig Geno

Sent from my iPhone

On Apr 1, 2018, at 10:48 PM, Warren Havens <wrrnvns@gmail.com> wrote:

Mr. Geno,

Again, as I noted, the Fifth Circuit has a rule that applies to seeking extension request that required me to confer. That is what I did. I cite the rule and noted my communications to confer in my extension requests. We are discussing the Fifth Cir cases, not "litigation in the District Courts" (and if you are correct on what you state below, it is not what I have experienced in District Courts in other parts of the nation).

Regards  
Warren Havens

On Sun, Apr 1, 2018 at 7:52 PM, Craig Geno <cmgeno@cmgenolaw.com> wrote:

No thanks to any further discussions Mr, Havens.

In the event you desire additional accommodations from me because, for example, you cannot file your papers on time, you may assume I reject such requests. So there is no need to ask-thus no need to "meet and confer"-which is not a requirement in the federal courts unless we engage in actual trial litigation in the District Courts.

Good evening,  
Craig Geno

Sent from my iPhone

On Mar 27, 2018, at 12:43 PM, Warren Havens <wrrnvns@gmail.com> wrote:

What does "no thanks" mean?

On Tue, Mar 27, 2018 at 7:54 AM, Craig Geno <cmgeno@cmgenolaw.com> wrote:

No thanks.

**From:** Warren Havens [mailto:wrrnvns@gmail.com]

**Sent:** Sunday, March 25, 2018 2:11 PM

**To:** Craig Geno <cmgeno@cmgenolaw.com>

**Cc:** Lindner, Erno <elindner@bakerdonelson.com>; Timothy M. Lupinacci (tlupinacci@bakerdonelson.com) <tlupinacci@bakerdonelson.com>; dmeek@burr.com

**Subject:** Re: 5th Cir. case 17-60742- W. Havens appeal of USDC MS orders

Mr. Geno,

Thank you for your email of today, below. Regarding its contents:

You write: "I will only deal with you through the pleadings you file." First, I submit that is contrary to rules of the Fifth Circuit which caused me to contact you regarding extension requests: my extension requests cite the applicable rule: If you disagree, please let me know why. I also believe it is contrary to other applicable rules, policies and practices of federal courts and the FCC (e.g., see 47 CFR §118): If you disagree, please let me know why.

You write: "I will ... deal with you through pleadings you file" ... and "all rights... are reserved" - are assertions that I should continue to serve copies on you, for Maritime, as a party with legal standing and rights under legal standing: see my item '(2)' below: If you disagree, please let me know why.

You state: "you have nothing to offer except endless litigation." (1) That bald general assertion is not meaningful and relevant to the matters I posed below. (2) In any case, it is your client and Choctaw that engage in "endless" violations under FCC law and other law including 18 USC §1519 that are the grounds of my responsive litigation actions, and that statement is also false since a number of times I offered settlement (including under 47 CFR §118), and your client and Choctaw summarily rejected in one case, did not respond in other cases. You now reject simple meet-and-confer under federal court rules. I would be happy to discuss these matters.

Sincerely,

Warren Havens

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On Sun, Mar 25, 2018 at 7:45 AM, Craig Geno <[cmgeno@cmgenolaw.com](mailto:cmgeno@cmgenolaw.com)> wrote:

Mr Havens, discussions with you in the past have never produced an agreement on anything of substance and have not been productive.

I cannot, in good conscience, waste money on fees in discussions with you. And you have nothing to offer except endless litigation.

So, as I have stated previously, I will only deal with you through the pleadings you file.

All rights, claims, defenses and causes of action are reserved.

Craig Geno

Sent from my iPhone

On Mar 23, 2018, at 8:46 PM, Warren Havens <[wrrmvns@gmail.com](mailto:wrrmvns@gmail.com)> wrote:

Mr. Linder and Mr. Geno,

(1) Re the extension request or motion.

Attached are copies of my extension motion filed today, indicated below, and the POS.

Please likewise email to me any opposition papers you file.

I finished and sent the attached motion for filing via a courier in N. Orleans after I sent the email below to you two, and before I received and reviewed Mr. Geno's response below. While Mr. Geno's response did not agree to the extension I sought and is not cause for me to amend my submitted motion, I appreciate the prompt response.

(2) Re the legal standing issue.

I understand from Mr. Geno's response below to mean that Maritime asserts, and Choctaw did not object, that it continues to have legal standing in the matters I write of below under my item 2: the underlying FCC "Choctaw Licenses" proceedings before the FCC, and the federal bankruptcy, USDC and Fifth Circuit proceedings involving those Choctaw Licenses. If I am mistaken, please explain that to me. That is my understanding because otherwise Mr. Geno would not have a basis to respond below as what Maritime would agree and not agree to in this Circuit Court case.



(3) Re meet-and-confer exchanges.

Regarding private meet-and-confer as opposed to dealing via "a pleading format" before the legal authorities involved (indicated above): My position is that meet-and-confer among parties (including alleged parties with legal standing) is proper and expected by the legal authorities, to reduce or at least attempt to reduce matters in dispute submitted to the legal authority. Thus, my practice remains to, at least on my side, pursue and document such meet-and-confer. As you know (or at least your associated DC attorneys dealing with the subject "Choctaw Licenses" FCC matters know), the FCC has policies and rules that encourage and assist parties in dispute in FCC matters to seek to reduce or settle issues in dispute. I attempted that.

Sincerely,

Warren Havens

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On Fri, Mar 23, 2018 at 1:35 PM, Craig Geno <[cmgeno@cmgenolaw.com](mailto:cmgeno@cmgenolaw.com)> wrote:

Mr. Havens, I wil agree to a 20 day extension, so long as you agree to not submit any requests for further extensions

I am not going to address any other issues that are not in a pleading format.

Craig Geno

**From:** Warren Havens [mailto:[wrnvns@gmail.com](mailto:wrnvns@gmail.com)]

**Sent:** Friday, March 23, 2018 3:25 PM

**To:** Craig Geno <[cmgeno@cmgenolaw.com](mailto:cmgeno@cmgenolaw.com)>; Lindner, Erno <[elindner@bakerdonelson.com](mailto:elindner@bakerdonelson.com)>

**Cc:** warren havens <[wrnvns@gmail.com](mailto:wrnvns@gmail.com)>

**Subject:** 5th Cir. case 17-60742- W. Havens appeal of USDC MS orders

Mr. Lindner,

Counsel for Choctaw

Mr. Geno,

Counsel for Maritime

Regarding the US Fifth Circuit Court case 17-60742 - W. Havens appeal of certain USDC MS orders regarding the underlying Maritime bankruptcy case (the "Case"), and regarding a related matter:

(1) The extension request in the Case

In this Case, I plan to submit today or this coming Monday a first request for an extension of time to file my opening brief and appendix in the range of 40-days.

Because in each past situation in which I asked you if, for your clients, you would agree to an extension request (or similar procedural request) I planned, relating to the Maritime bankruptcy case, you declined to agree-- I now reasonably assume that you will continue to decline to agree in like future requests, including this one.

I do not mean to burden you with such future requests, but submit this in accord with the rules of the Fifth Circuit Court, and as notice to you that I intend to submit the above noted extension request, so you may decide if timely oppose it, once you get the service copy or once you see the request on PACER.

If, you agree to, or have no objection to, this noticed extension request in this Case, please let me know so I can inform the Fifth Circuit Court.

(2) Related matter regarding the legal standing of Maritime

My recollection is that **Choctaw** alleges in official court and FCC proceedings, which **Maritime** does not dispute both (a) and (b) below:

(a) that **Choctaw** obtained, and Maritime lost, all control of certain FCC licenses, subject of the above-noted Maritime bankruptcy case as of and after a time last year when, you assert, the FCC granted certain licensing actions in favor of Choctaw (the "Choctaw License"), and Choctaw retains all such rights to this day at least sufficient for legal standing; and

(b) that I lost all rights of control over certain FCC licenses (when a certain State Court receivership over them commenced, which continues to this day) that were in a competitive position with the "Choctaw Licenses" and as a result, I lost legal standing to challenge Choctaw (or Choctaw and Maritime) in any legal proceeding including before the FCC, and in any federal court.

Requests

Thus, please explain what, if any current legal standing you allege that Maritime has in the above-noted case before the Fifth Circuit Court, and in the underlying FCC matters, and if you allege any such current legal standing, please explain the basis of it, given the above summarized allegations by Choctaw and non-objections by Maritime.

If Maritime has no legal standing -- as your assertions summarized above indicate -- then I request that you each agree: (1) that I do not have to serve Maritime in this Fifth Circuit case or otherwise communicate with Maritime in this case, including by email, and including for purposes of this email, and (2) that Maritime will correct the record at the FCC and in court proceedings to reflect that Maritime lost legal standing in accord with the preceding.

Sincerely,

/s/

Warren Havens

Phone [510 914 0910](tel:5109140910)

<- 2018-03-23 WH COS. motion for extension of time, Fifth Circuit\_.pdf>

<stamped.2018-03-23 WH motion for extension of time, Fifth Circuit\_.pdf>

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
Skybridge Spectrum Foundation, <sup>1</sup>	)	BK Case No. 16-10626 (CSS)
	)	
Debtor.	)	
<hr style="width: 40%; margin-left: 0;"/>	)	
Skybridge Spectrum Foundation	)	
	)	
Appellant,	)	Civil Action No. 16-633 GMS
	)	
v.	)	
	)	
Dr. Arnold Leong,	)	
	)	
Appellee.	)	

**DESIGNATION OF ITEMS TO BE INCLUDED IN THE RECORD  
ON APPEAL AND STATEMENT OF ISSUES ON APPEAL OF  
APPELLANTS SKYBRIDGE SPECTRUM FOUNDATION**

In accordance with Rule 8006 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), Appellants Skybridge Spectrum Foundation (“Skybridge” or “Appellant”), by and through its undersigned proposed counsel, hereby respectfully submits the following (i) designation of items to be included in the record on appeal, and (ii) statement of issues on appeal, filed in connection with its *Notice of Appeal*, filed on July 25, 2016 [Bankruptcy Docket No. 139]. The orders appealed from are (i) the order granting the *Motion of Dr. Arnold Leong to Dismiss Debtor’s Bankruptcy Case Pursuant to 11 U.S.C. §§ 1112(b) and 305(a)* [Bankruptcy Docket No. 120] (the “Dismissal Order”) entered in the above-captioned chapter 11 case on May 6, 2016 and (ii) the order denying the *Debtor’s Motion for*

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 8487. The Debtor’s mailing address is 2509 Stuart Street, Berkeley, CA 94705.

*Reconsideration of Order Dismissing Case* [Bankruptcy Docket No. 133] (the “Reconsideration Order”), entered in the above-captioned chapter 11 case on July 11, 2016.

**DESIGNATION OF ITEMS TO BE INCLUDED IN THE RECORD ON APPEAL<sup>2</sup>**

Appellant designates the following items to be included in the record on appeal:

<b>Designation No.</b>	<b>Bankruptcy Docket No.</b>	<b>Date</b>	<b>Description</b>
1.	1	3/11/16	Chapter 11 Voluntary Petition for Non-Individuals Filing for Bankruptcy
2.	3	3/11/16	Application Pursuant to Sections 327(a) and 1107 of the Bankruptcy Code, Fed. R. Bankr. P. 2014(a) and Del. Bankr. L. R. 2014-1 for an Order Authorizing the Employment and Retention of Sullivan Hazeltine Allinson LLC as Counsel for the Debtor and Debtor-In-Possession Nunc Pro Tunc to the Petition Date
3.	15	3/24/16	Debtor’s Objection to Receiver’s Emergency Motion for Relief from Stay and Excuse from Turnover to Allow Receiver to Renew Certain FCC Licenses
4.	18	3/24/16	Order Granting Emergency Motion of Receiver Susan L. Uecker for Relief from Stay and Excuse from Turnover to Allow Receiver to Renew Certain FCC Licenses
5.	27	3/29/16	Transcript of Hearing held of March 24, 2016
6.	31	3/29/16	Debtors’ Motion for Order Authorizing Debtors to (A) Continue and Maintain Consolidated Cash Management System and Existing Bank Account and Books and Records; (B) Continue Use of Existing Business Forms; and (C) Granting Interim and Final Waiver of Section 345 Requirements

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<sup>2</sup> Skybridge reserves its rights to amend this designation of record of items to be included in the record on appeal. For items designated, the designation includes all documents referenced within the particular document number, including, without limitation, all exhibits, attachments, declarations and affidavits related thereto.

<b>Designation No.</b>	<b>Bankruptcy Docket No.</b>	<b>Date</b>	<b>Description</b>
7.	32	3/29/16	Motion for Entry of an Order Authorizing Retention and Payment of Professionals Utilized by the Debtor in the Ordinary Course of Business
8.	33	3/29/16	Motion for Entry of an Order Granting Additional Time Within Which to File Schedules and Statements
9.	63	4/15/16	Notice of Application regarding Application of Sullivan Hazeltine Allinson LLC as counsel for the Debtor
10.	64	4/15/16	Motion of the Debtor for an Order Pursuant to 11 U.S.C. §§ 105(a) and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals
11.	68	4/15/16	Debtor's Motion Compelling Custodian to Turn Over Property of Debtor's Estate
12.	70	4/18/16	Declaration of Warren C. Havens in Support of Debtor's Motion Compelling Custodian to Turn Over Property of Debtor's Estate
13.	74	4/25/16	Errata Sheet to Declaration of Warren C. Havens in Support of Debtor's Motion Compelling Custodian to Turn Over Property of Debtor's Estate
14.	83	4/29/16	Omnibus Objection of Dr. Arnold Leong to Debtor's Motions: (A) for Authority to Continue and Maintain Consolidated Cash Management System [Docket No. 31]; (B) for Authority to Retain and Pay Ordinary Course Professionals [Docket No. 32]; (C) for Additional Time Within Which to File Schedules and Statements [Docket No. 33]; and (D) to Establish Interim Compensation Procedures [Docket No. 64]
15.	84	4/29/16	Opposition of Dr. Arnold Leong to Debtor's Motion Compelling Custodian to Turn Over Property of Debtor's Estate

<b>Designation No.</b>	<b>Bankruptcy Docket No.</b>	<b>Date</b>	<b>Description</b>
16.	86	4/29/16	Omnibus Statement and Joinder of Puget Sound Energy, Inc. in Opposition to Turnover by Receiver and in Support of Related Relief
17.	87	4/29/16	Omnibus Opposition of Puget Sound Energy, Inc. to First Day Motions; Limited Opposition to Retention Application
18.	90	4/29/16	Objection of Susan L. Uecker, the Court-Appointed Receiver, to Debtor's Motion Compelling Custodian to Turn Over Property of Debtor's Estate
19.	91	4/29/16	Limited Objection of Susan L. Uecker, the Court-Appointed Receiver, to Debtor's Motion for Order Authorizing Debtor to (A) Continue and Maintain Consolidated Cash Management System and Books and Records, and Replace and Bank Account; (B) Continue Use of Existing Business Forms; and (C) Granting Interim and Final Waiver of Section 345 Requirements
20.	94	4/29/16	Debtor's Omnibus Response to (1) Objection of Dr. Arnold Leong to Setting of Purported First Day Motions on an Emergency Basis and (2) Joinder of Puget Sound Energy, Inc. Thereto
21.	95	4/29/16	Debtor's Objection to Amended Motion of Dr. Arnold Leong for Order (I)(A) Excusing Receiver from Compliance with Section 543 of the Bankruptcy Code; and (B) Granting Relief from the Automatic Stay Pursuant to Section 362 of the Bankruptcy Code; or (II) Appointing a Chapter 11 Trustee Pursuant to Section 1104(a) of the Bankruptcy Code
22.	96	4/29/16	Debtor's Objection to Motion of Susan L. Uecker, the Court-Appointed Receiver, for Entry of an Order Preserving the Status Quo of the Receivership Pending a Hearing on Excusal from Compliance with Section 543 of the Bankruptcy Code and Dr. Leong's Motion to Dismiss the Bankruptcy Case

<b>Designation No.</b>	<b>Bankruptcy Docket No.</b>	<b>Date</b>	<b>Description</b>
23.	97	4/29/16	Debtor's Objection to Motion of Dr. Arnold Leong to Dismiss Debtor's Bankruptcy Case Pursuant to 11 U.S.C. §§ 1112(b) and 305(a)
24.	98	4/29/16	Declaration of Warren Havens in Support of Debtor's Pleadings of April 29, 2016
25.	99	4/29/16	Debtor's Limited Objection to Request for Judicial Notice in Support of Motion of Dr. Arnold Leong to Dismiss Debtor's Bankruptcy Case Pursuant to 11 U.S.C. §§ 1112(b) and 305(a)
26.	100	4/29/16	Debtor's Objection to Request for Judicial Notice in Support of Opposition of Dr. Arnold Leong to Debtor's Motion Compelling Custodian to Turn Over Property of Debtor's Estate
27.	105	5/4/16	Reply in Support of Debtor's Motion Compelling Custodian to Turn Over Property of Debtor's Estate
28.	109	5/4/16	United States' Limited Response to Motions Filed by Debtor, Receiver and Leong
29.	111	5/4/16	Motion for Leave to File and Serve the Debtor's Reply in Support of Debtor's Motion Compelling Custodian to Turn Over Property of Debtor's Estate Out of Time
30.	120	5/6/16	Order Dismissing Chapter 11 Case
31.	122	5/9/16	Transcript of Hearing held May 6, 2016
32.	124	5/20/16	Debtor's Motion for Reconsideration of Order Dismissing Case
33.	125	5/20/16	Declaration of Warren C. Havens in Support of Debtor's Motion for Reconsideration of Order Dismissing Case
34.	130	7/1/16	Debtor's Reply in Support of Motion for Reconsideration of Order Dismissing Case

Designation No.	Bankruptcy Docket No.	Date	Description
35.	133	7/11/16	Order Denying Motion to Reconsider Dismissal of Case
36.	134	7/11/16	Order Denying Debtor's Motion to Stay Pending Appeal of Order Dismissing Case
37.	139	7/25/16	Notice of Appeal
38.	143	7/27/16	Amended Transcript of Hearing held July 11, 2016
39.	-	-	<p>Designations from July 11, 2016 Hearing:</p> <p>D – 1 - May 6 hrg transcript;</p> <p>D – 2 - Skybridge COI;</p> <p>D – 3 - Skybridge Bylaws;</p> <p>D - 4 - Receivership Order as Modified;</p> <p>D – 5 - Telesaurus - VPC LLC Operating Agreement ;</p> <p>D – 6 - Telesaurus Holdings GB LLC Operating Agreement;</p> <p>D – 7 - Aug 11, 2015 Hrg TRANS <i>Leong v Havens</i>;</p> <p>D – 8 - Oct 31, 2014 Hrg TRANS. <i>In re Ferrous Miner Holdings</i>;</p> <p>D – 9 - FCC Petition to Stay;</p> <p>D – 10 - May 31, 2016 Financial Statements;</p> <p>D – 11 - Feb 18, 2016 Proposed Order from California;</p> <p>D – 12 - Feb 25, 2016 Order from California;</p> <p>D – 13 - Caption page from Second Amended Complaint; and</p> <p>D – 14 - Hrg TRANS. Jun 30, 2016 <i>Leong v Havens</i></p>



## **STATEMENT OF ISSUES PRESENTED ON APPEAL**

Pursuant to Federal Rule of Bankruptcy Procedure 8006, Skybridge identifies the following issues to be presented on appeal:

1. Whether the Court erred in dismissing Debtor's case on the rationale that the injunctive provisions of the California Receivership Order applicable to Mr. Havens did not, as a practical matter on the facts and circumstances *sub judice*, deprive the Debtor of its right to access the benefits and protections of the uniform federal bankruptcy laws, including:
  - a. Whether the Court erred in relying upon *In re El Torero Licores*, 2013 WL 6834609 (C.D. Cal. Dec. 20, 2013)?
  - b. Whether the Court erred in relying upon *In re Ferrous Miner Holdings, Ltd.*, Case No. 14-12343 (BLS) (Bankr. D. Del. 2014)?
  - c. Whether the Court erred by not following the rationale set forth in *In re Orchards Village Investments, LLC*, 405 B.R. 341 (Bankr. D. Or. 1985)?
2. Whether the Court erred in dismissing Debtor's case on the rationale that the injunctive provisions of the California Receivership Order applicable to the Debtor, which the Court found to be unenforceable, did *not* render the entirety of the injunctive provisions invalid, including as to Mr. Havens?
3. Whether the Court erred in failing to properly interpret or apply the United States Supreme Court's holdings in the following three cases:
  - a. *Price v. Gurney*, 324 U.S. 100 (1945)?
  - b. *International Shoe Co. v. Pinkus*, 278 U.S. 261 (1929)?
  - c. *Relfe v. Rundle*, 103 U.S. 222 (1880)?
4. Whether the Court misinterpreted Section 9.4 of the Arbitration Agreement that permits Mr. Havens to seek injunctive and equitable relief from a court other than the California Superior Court?

5. Whether the Debtor was deprived of Constitutional Due Process when the Court *sua sponte* dismissed its case without prior notice or opportunity for briefing?
- a. If so, whether that deprivation was retroactively cured by the manner in which the Court handled Debtor's Motion for Reconsideration and the Court's hearing of that motion?
- b. If not, whether Debtor's case, along with the automatic stay of 11 U.S.C. § 362, must be reinstated effective May 6, 2016, and Debtor may pursue remedies for violation of the stay after that date.
6. Whether the Court erred in finding that Debtor's right to access uniform federal bankruptcy laws is preserved if effectuating that right requires Debtor to make fundamental changes in its core membership and control structure?

Date: August 8, 2016  
Wilmington, DE

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Certificate of Filing and Service <sup>[1\*]</sup>

I, Warren C. Havens, certify that I have, on ~~March 16~~ April 10, 2018:<sup>[\*]</sup>

(1) Caused to be served, by placing into the USPS mail system with first-class postage affixed unless otherwise noted below, a copy of the foregoing filing, including any exhibits or attachments, to the following (Note: most of the addresses used for Assignees below are the assignee contact information off of the Applications on FCC ULS):

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<sup>[1\*]</sup> This errata copy is filed and served on March 17, 2018.

<sup>[\*]</sup> The mailed service copies being placed into a USPS drop-box today may be after business hours and thus may not be processed and postmarked by the USPS until the next business day.

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(2) Caused to be filed the foregoing filing as stated on the caption page, and thus, as I have been instructed, <sup>[\*\*]</sup> provide notice and service to any party that has or may seek to participate in dockets 13-85 and 11-71 that extend to this filing.

/s/

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Warren Havens

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[\*\*] The FCC Office of General Counsel informed me regarding others' filings concerning MCLM relief proceedings that I was served in this fashion. I assume OGC does not apply a different standard to others. If OGC has a different standard, it can make that clear and public.